COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:		RECEIVED
KENTUCKY DAM VILLA STATE RESORT PARK, KENTUCKY DEPARTMEI COMMERCE CABINET		SEP 2°5 2006 PUBLIC SERVICE COMMISSION
	COMPLAINANT)
V.) CASE NO. 2006-00365
NORTH MARSHALL WATER DISTRICT)))
	DEFENDANT	,)

ANSWER OF NORTH MARSHALL WATER DISTRICT TO COMMISSION STAFF'S FIRST DATA REQUEST

Comes now the Defendant, North Marshall Water District, by and through the undersigned counsel, and files its Answer to the Commission Staff's First Data Request.

 Provide a copy of all written agreements and contracts for service between Kentucky Dam Village State Park Resort ("Kentucky Dam Village") and North Marshall.

ANSWER: Please see attached.

2. Provide copies of minutes of all meetings of the Board of Commissioners at which service to Kentucky Dam Village was discussed.

ANSWER: N/A (none found)

3. Provide copies of all documents related to the provision of utility service to Kentucky Dam Village.

ANSWER: See answer to #1

4. State whether North Marshall Water agrees that the late penalty fee provisions of Finance Cabinet Policy FAP 110-10-00 are incorporated by reference into any contract between the Department of Parks and North Marshall for the provision of water service to Kentucky Dam Village.

ANSWER: This request calls for a legal conclusion.

5. Provide a copy of the bill for water service to Kentucky Dam Village that North Marshall rendered in April 2006.

ANSWER: The original bill was mailed to Kentucky Dam Village in April 2006. No duplicates were made and the stub was not returned with payment. No copy is available.

6. State the date in April 2006 on which North Marshall rendered its bill for water service to Kentucky Dam Village.

ANSWER: On or about April 25, 2006.

7. State the date on which the Department of Parks submitted its payment for the April 2006 bill.

ANSWER: On or about Mary 15, 2006.

JASON F. DARWAL

ASSISTANT MARSHALL CO. ATTORNEY

80 JUDICIAL DRIVE, UNIT 130

BENTÓN KY 42025 (270) 527-4730

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was mailed by U.S. Mail on this the $21^{\rm st}$ day of September, 2006, to the following:

Beth O'Donnell Executive Director Public Service Commission P O Box 615 Frankfort KY 40602

Catherine York
Deputy General Counsel
500 Mero Street
CPT 24th Floor
Frankfort KY 40601

JASON F. DARNALL

ASSISTANT MARSHALL CO. ATTORNEY

P-10 KE	DI/ COM	MMONWEALTH OF KENTUCKY PURCHASES - DEPARTMENT OF FINANCE		Page 1 OF		RET CT.	4166
	PU	IRCHASE CONTRACT		ACCOUNT NO	10		1969
North Marshall Water District			Delegated Deliver on or Before As Scheduled				
DEPAR DIVISIO INSTITU	TMENT_OF HER	Kentucky	-		S SPACE YMENTS CT IS EFFE	ONLY WHEN SI WILL BE MADE	
				VENDOR'S NO		6499250 ses exempt from s	
SHIP		tsville, Kentucky		AGENCY SALES.L EXEMPTION CERT	JSE TAX TIFICATE N	Not App SUPPLY EXEMPTIE WITH PAYMENT	licable
ITEM NO.	COMMODITY CLASS NO.	DESCRIPTION		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	0672-008-00	AMEXWARDER MADE IN ARRORDANCE MULLIPRING CONTRIVED AND CONTRIVED AT A CONTRACT MANAGEMENT AND CONTRIVED AT A CONTRACT MANAGEMENT OF PARKS and North Marshall Vater District Benton, Kentucky as per agreement attached. This company shall supply sufficient water needs to Kentucky Dam Village State Park. INQUIRIES ABOUT PAYMENT SHOULD BE DIRECTED TO	N: SX et	Mai!d JUL	d to Vei 29 is	69	7,791.0
11811	rcc OTHEDWISE CB	SHIPMENT. PECIFIED ALL PRICES ARE F.O.B. DESTINATION	F	TOTAL A	MOLINT		
ojt	and the second s	ANT INSTRUCTIONS TO VENDORS		-		? Toc	\$7,7 <u>91.0</u> °

Purchase Contract number must appear on each package and delivery ticket and any correspondence pertaining to this contract.
 This contract or any monies due or to become due hereunder shall not be assigned without previous written consent of the Commissioner of Finance.
 All items on this contract must be received by the state agency shown hereon prior to the end of the fiscal year (June 30)
 Reputative law provides that up payment affecting contracts expiring on or before the end of the fiscal

4. Kentucky law provides that no payment affecting contracts expiring on or before the end of the fiscal year (June 30) may be accepted or paid by the Division of Accounts after September 30 following the above cited fiscal year.

5. Vendor to submit invoices to Department shown above with one duplicate copy to Division of Accounts.

6. All references, including payment, will be to the contract number above.

SIGNED: IDIVISION OF PURCHASES)

APPROVED AS TO AVAILABILITY OF FUNDS

I certify that this vouchor has been examined, that the proposed expanditure is authorized by appropriation and allotment and does not exceed the unencumbered balance of the allotment to which it is properly chargeable, and that the total exilinated cost has been entered as a charge against the allotment indicated herein

VENDOR'S COPY

fittings to be installed complete and ready for service and properly backfilled but not seeded for \$4,554.00.

AGREEMENT

WHEREAS the North Marshall Water District, Benton, Kentucky, has the ability to and considers it economically beneficial to furnish the Commonwealth of Kentucky, Department of Parks, a supply of potable water sufficient to meet the needs and obligations of Kentucky Dam Village State Resort Park, Gilbertsville, Kentucky; and

WHEREAS the Commonwealth of Kentucky, Department of Parks, finds it economically unfeasible and operationally undesirable to continue producing said potable water supply at their present filter plant located within the park; and

WHEREAS said present water plant is incapable of providing potable water in sufficient quantities or of a satisfactory quality to meet the present and future demands of Kentucky Dam Village State Resort Park;

NOW THEREFORE, in consideration of the payments set out hereinafter and the mutual benefit of the parties hereto, the North Marshall Water District, Benton, Kentucky (hereinafter called the "District") hereby agrees to furnish the Commonwealth of Kentucky, Department of Parks (hereinafter called the "Department") a supply of potable water sufficient to make the needs and obligations of the Department at their Kentucky Dam Village State Resort Park location under the following terms and conditions, on this the

1.) District agrees to connect their 6 inch Transite pipe line to the Department's existing 6" cast iron pipe line at

Cottage No. Ill with 6 inch Transite pipe of first quality material and workmanship, said connecting pipe and fittings to be installed complete and ready for service and properly backfilled but not seeded for \$4,554.00.

- 2.) District agrees to install a 4 inch Compound Meter of first quality construction with valves, bypass and fittings, complete in a concrete structure and ready for service, for \$3,237.00.

 This meter will be installed at the end of the District's line, across Highway 641 from the Department's nearest Executive Cottage.
- 3.) District agrees to operate the Department's existing 100,000 gallon tank "in series" with other tanks and to provide and install an altitude valve (with electrical equipment and wire connection to the pump) to prevent overflowing said tank.

 This shall be done at the District's expense.
- 4.) District agrees to inspect the Department's water lines, valves

 and hydrants, and to adjust and flush same as needed, at the

 District's cost.
- 5.) District agrees to maintain the Department's existing pumping plant on an emergency stand-by basis at District's cost. Minor repairs, adjustments and general maintenance of the plant shall be performed by the District at their cost. Major repairs shall be performed by District only with the Department's prior approval and at a cost to the Department equal to District's actual labor and material cost plus a 10% supervision charge.

 Major repairs include, but are not necessarily limited to: broken pipe; joint leaks; and extensive valve, or fitting repairs.
- 6.) District agrees to maintain the Department's existing water line system. Minor repairs, adjustments, and general maintenance of the system shall be performed by the District at its cost.

 Major repairs shall be performed by District only with the Department's prior approval and at a cost to the Department equal to District's actual labor and material cost plus a 10% supervision charge. Major repairs include, but are not necessarily limited to:

broken pipe; joint leaks; and extensive valve, or fitting repairs.

- 7.) District shall plan and supervise any major work done on the Department's existing 100,000 gallon water tank at an amount equal to the District's actual labor and materials cost plus a 10% supervision charge.
- 8.) The District shall supply the Department pure, clean, potable water in sufficient quantity to meet the Department's needs and obligations at the rate of thirty five (35) cents per 1,000 gallons, through a master meter which will be read and billed monthly.
- 9.) District agrees to review the rates charged for water under 8.) above at the end of three (3) years and make any necessary adjustments thereto, except that no increase in the rate payable hereunder shall be made without prior approval of the Department, which approval shall not be unreasonably withheld.
- 10.) District agrees to review the rates charged for maintenance costs under 5.), 6.) and 7.) above at the end of one (1) year and make any necessary adjustments thereto, except that no increase in the rate payable hereunder shall be made without prior approval of the Department, which approval shall not be unreasonably withheld.

hand the day and year first above wretten.

NORTH MARSHALL WATER DISTRICT

BY:

E. T. Cross

Chairman of Commissioners

COMMONWEALTH OF KENTUCKY DEPARTMENT OF PARKS

BY:

Robert E. Gable, Commissioner

APPROVED:

Commissioner of Finance

Albert Christen, Commissioner Department of Finance

APPROVED:

Thomas Townes, Director Division of Properties Department of Finance

Charles O. Wickliff-

Charles Wickliffe, Attorney Department of Finance

PREPARED BY:

Robert H. Penn, Attorney

Department of Parks